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5 In Propria Persona

FILED

FEB 26 1996

HOWARD HANSON
MARIN COUNTY CLERK
by J. Steele, Deputy

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 FOR THE COUNTY OF MARIN

8	CHURCH OF SCIENTOLOGY INTERNATIONAL,)	No. 157 680
9	a California not-for-profit)	
10	religious corporation,)	ARMSTRONG'S AMENDED
	Plaintiff,)	OPPOSITION TO RENEWAL
11	vs.)	MOTION FOR SUMMARY
12	GERALD ARMSTRONG; MICHAEL WALTON;)	JUDGMENT OF ARMSTRONG'S
13	THE GERALD ARMSTRONG CORPORATION)	FIRST AMENDED CROSS-
14	a California for-profit)	COMPLAINT; SEPARATE
15	corporation; DOES 1 through 100,)	STATEMENT OF DISPUTED
	inclusive,)	AND UNDISPUTED FACTS;
16	Defendants.)	DECLARATION OF GERALD
		ARMSTRONG
		Date: 3/8/95
		Time: 9:00 a.m.
		Dept: One
		Trial Date: not Set

18 I. INTRODUCTION

19 I am appending hereto and incorporating herein my opposition
20 to Scientology's first motion for summary adjudication of the
21 first cause of action of my cross-complaint, filed November 17,
22 1995. I am augmenting my earlier opposition as follows.

23 I am aware that this Court has ignored much evidence, many
24 legal precedents, considerable law and reasonable logic to arrive
25 at its misinterpretation of the December, 1986 settlement
26 agreement and to come to issue its summary adjudication and
27 summary judgment orders in this case. I am also aware that by
28 Scientology's latest summary adjudication motion and by the still

1 pending existence of my cross-complaint for declaratory relief
2 this Court now has an opportunity to reexamine its interpretation
3 and resultant orders. Will this Court please carefully read the
4 agreement and observe that it does not prohibit post-settlement
5 responses to Scientology's post-settlement attacks. All my post-
6 settlement actions were responses to such post-settlement attacks
7 and are not breaches of the agreement. If this Court believes
8 that the agreement actually means that Scientology (acknowledged
9 by this Court as "a live public controversy that Scientology
10 intimidates and criticizes its members and critics") can attack me
11 in and out of its many litigations around the world, and that I
12 may not respond to any of its attacks, then this Court must
13 acknowledge the agreement for its real purposes of suppressing
14 evidence and obstructing justice.

15 This Court has by its misinterpretation and orders ~~has~~ placed
16 me in a life situation in which I am at risk. I am legally,
17 psychologically and spiritually enmeshed with and threatened by
18 Scientology's leaders with their well-recognized and judicially
19 condemned use of the law to harass and ruin targeted persons. At
20 the same time this Court orders that I may not be so enmeshed and
21 may not do anything about Scientology's threats and this Court's
22 own orders and threats. It should be clear that all the orders,
23 threats and abuse have not convinced me that I should not defend
24 myself or others attacked or abused, that this Court's
25 interpretation or orders are right or legal, nor that I should not
26 speak out about this misinterpretation and these impossible
27 orders. By bringing its latest "renewal motion," Scientology
28 affords this Court ~~a~~ another opportunity to correct its errors and
orders by doing the right thing: 1. deny Scientology's motion; 2.

1 rethink its orders; 3. set this case for trial.

2 **II. THE SETTLEMENT AGREEMENT IS OBSTRUCTIVE OF JUSTICE**

3 A comparison of this Court's orders with the following
4 settlement agreement conditions reveals that this Court does not
5 enforce such conditions for the very reason that they obstruct
6 justice:

7 1. ¶ 7D, to "maintain strict confidentiality and silence
8 with respect to [my] experiences with the Church of Scientology
9 and any knowledge or information [I] may have concerning the
10 Church of Scientology, L. Ron Hubbard, or any of the
11 organizations, individuals, or entities listed in Paragraph 1
12 above." I am permitted by this Court to so communicate such
13 information to government organs and agencies, and to my
14 attorney(s). Presumably, because my attorney(s) is excepted in
15 the orders, a minister of my church, a medical doctor and a
16 psychotherapist would also be excepted. (Separate Statement in
17 Opposition to Renewal Motion ("Sep.Stat."), 2.A., 2.C.3.

18 2. ¶ 7D, "the non-disclosure provisions of this
19 subparagraph shall apply, inter alia, but not be limited, to the
20 contents or substance of [my] complaint on file in the action
21 referred to in Paragraph 1 hereinabove or any documents as defined
22 in Appendix "A" to this Agreement, including but not limited to
23 any tapes, films, photographs, recastings, variations or copies of
24 any materials which concern or relate to the religion of
25 Scientology, L. Ron Hubbard, or any of the organizations,
26 individuals, or entities listed in Paragraph 1 above." Sep.
27 Stat., 2.B. I have been permitted by the Court of Appeal, the
28 Bankruptcy Court, the Los Angeles Superior Court, and by this
Court to provide the contents and substance of the Armstrong I

1 complaint in various legal contexts without being compelled to do
2 so. Sep. Stat. 2.B.1-5.

3 3. ¶ 7D states that Armstrong may not "discuss with others
4 [] their experiences with the Church of Scientology, or concerning
5 their personal or indirectly acquired knowledge or information
6 concerning the Church of Scientology, L. Ron Hubbard, or any of
7 the organizations, individuals and entities listed in Paragraph 1
8 above." Sep. Stat., 2.D. This Court recognized in its order of
9 December 1, 1995 my need to discuss with others their Scientology
10 experiences, and has made no order that I may not discuss with
11 others their experiences. Sep. Stat., 2.D.2.

12 4. ¶ 7D does not permit Armstrong to bring any legal action
13 against Scientology to obtain redress for its criminal and
14 tortious acts against him since the December, 1986 settlement,
15 because to do so would necessarily involve his not maintaining
16 "strict confidentiality and silence with respect to his
17 experiences with the Church of Scientology and any knowledge or
18 information he may have concerning [the agreement beneficiaries.]"
19 Sep. Stat., 2.E. This Court has not specifically ordered that I
20 may not bring any legal action against Scientology to obtain
21 redress for its criminal and tortious acts against me since the
22 December, 1986 settlement. Sep. Stat., 2.E.1. This Court has not
23 specifically ordered that I may not canvas for or interview
24 witnesses in anticipation of such an action. I have presented
25 throughout this litigation an overwhelming amount of evidence of
26 Scientology's post-settlement tortious and criminal attacks which
27 merit such an action. Sep. Stat., 2.E.2.

28 5. ¶ 7G states that I may "not voluntarily assist or
cooperate with any person adverse to Scientology in any proceeding

1 against any of the Scientology organizations, individuals, or
2 entities listed in Paragraph 1 above." Sep. Stat., 2.F. This
3 Court's Order of Permanent Injunction specifically permits me to
4 "voluntarily assist[] any [] governmental organ or entity
5 defending a claim, intending to defend a claim, intending to
6 defend an arbitration, intending to defend any claim being
7 pressed, made, arbitrated or litigated by any of the
8 Beneficiaries, regarding such claim or regarding defending,
9 arbitrating, or litigating against it." Sep. Stat., 2.F.1. This
10 Court's Order of Permanent Injunction specifically permits me to
11 "voluntarily assist[] any [] governmental organ or entity
12 arbitrating or litigating adversely to any of the Beneficiaries."
13 Sep. Stat., 2.F.2.

14 6. ¶ 7G prohibits me from "cooperat[ing] in any manner with
15 any organizations aligned against Scientology." Sep.Stat., 2.G.
16 This Court's Order of Permanent Injunction does not prohibit me
17 from cooperating in any manner with any organizations aligned
18 against Scientology. Sep. Stat., 2.G.1.

19 7. ¶ 7H prohibits me from testify[ing] or otherwise
20 participat[ing] in any other judicial, administrative or
21 legislative proceeding adverse to Scientology or any of the
22 Scientology Churches, individuals or entities listed in Paragraph
23 1 above unless compelled to do so by lawful subpoena or other
24 lawful process." Sep.Stat.,2.H. This Court's Order of Permanent
25 Injunction specifically permits me to participate in
26 administrative and legislative proceedings adverse to Scientology
27 without being compelled. Sep. Stat., 2.H.1.

28 8. ¶ 7H prohibits me from "mak[ing] myself amenable to
service of such process in a manner which invalidates the intent

1 of this provision." Sep. Stat., 2.I. This Court's Order of
2 Permanent Injunction does not require me to not make myself
3 amenable to service of process. Sep. Stat., 2.I.1.

4 9. ¶ 7H prohibits me "Unless required to do so by such
5 subpoena,....[from] discuss[ing] this litigation or [my]
6 experiences with and knowledge of the Church with anyone other
7 than members of [my] immediate family." Sep. Stat. 2.J. have been
8 permitted by the California Court of Appeal, the Los Angeles
9 Superior Court, the Marin Superior Court and the US Bankruptcy
10 Court to discuss the Armstrong I litigation and my experiences
11 with and knowledge of Scientology without being required to do so.
12 Sep. Stat. 2.J.1.

13 10. ¶ 10 prohibits me from assist[ing] or advis[ing] anyone,
14 including individuals, partnerships, associations, corporations,
15 or governmental agencies contemplating any claim or engaged in
16 litigation or involved in or contemplating any activity adverse to
17 the interests of any entity or class of persons listed above in
18 Paragraph 1 of this Agreement." Sep. Stat., 2.L. This Court's
19 Order of Permanent Injunction does not prohibit me from
20 voluntarily assisting or advising anyone, including individuals,
21 partnerships, associations or corporations contemplating any claim
22 or engaged in litigation or involved in or contemplating any
23 activity adverse to the interests of any entity or class of
24 persons included in the beneficiaries, other than in litigation or
25 arbitration against the beneficiaries. This Court's Order of
26 Permanent Injunction does not prohibit me from involuntarily
27 assisting or advising anyone, including individuals, partnerships,
28 associations or corporations contemplating any claim or engaged in
litigation or involved in or contemplating any activity adverse to

1 the interests of any entity or class of persons included in the
2 beneficiaries. This Court's Order of Permanent Injunction
3 specifically permits me to voluntarily assist or advise any
4 governmental agency contemplating any claim or engaged in
5 litigation or involved in or contemplating any activity adverse to
6 the interests of any entity or class of persons included in the
7 beneficiaries.

8 11. ¶ 18D states: "The parties hereto and their respective
9 attorneys each agree not to disclose the contents of this executed
10 Agreement." Sep. Stat. 2.M. Scientology initially filed the
11 agreement in open court in this case, and continues to file it
12 openly. Sep. Stat. 2.M.1.

13 The discrepancies between the agreement's conditions and this
14 Court's orders - e.g., permission to communicate with and assist
15 government agencies, permission to communicate with my attorney,
16 permission to not avoid service of process - point out very
17 clearly that the purpose of the settlement agreement is to
18 obstruct justice. The consideration of a contract must be lawful.
19 Civil Code section 1607. If any part of the consideration is
20 unlawful the entire contract is void. Civil Code section 1608.
21 Consideration is unlawful if it contrary to an express provision
22 of law, contrary to the policy of express law, though not
23 expressly prohibited, or otherwise contrary to good morals.
24 Coupled with Scientology's use of the subject agreement to
25 prohibit me from testifying in cases in which my testimony is
26 relevant, and its use as a tool of "fair game" to facilitate the
27 organization's character assassination, the agreement is patently
28 obstructive of justice.

III THIS COURT HAS COMPLETELY AVOIDED THE ISSUE OF RELIGIOUS

1 **FREEDOM**

2 In response to the deep religious issues and defenses I
3 raised in all my oppositions to Scientology's motions, this Court
4 has cited to a case ITT Telecom v. Dooley for its proposition that
5 "First amendment rights may be waived by contract." Dooley
6 concerns trade secrets vs. First Amendment Speech rights. It has
7 nothing to do with religious freedom issues. This must be
8 addressed if this Court's orders are to be Constitutionally valid.

9 **IV CONCLUSION**

10 This Court has before it another opportunity to take a good
11 look into its heart and see whether there aren't in truth a whole
12 bunch of issues of fact and real defenses that cry out to that
13 heart to look again and see whether this matter in truth doesn't
14 really belong in front of a jury in a public trial.

15 DATED: February 26, 1996.

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PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 715 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

ARMSTRONG'S AMENDED OPPOSITION TO RENEWAL MOTION FOR SUMMARY JUDGMENT OF ARMSTRONG'S FIRST AMENDED CROSS-COMPLAINT

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

ANDREW H. WILSON, ESQ.
Wilson, Ran & Compelling
115 Sensum Street, 4th Floor
San Francisco, CA 94104

Lauric J. Bartilson, Esquire
Moxon & Bartilson
6255 Sunset Boulevard, Ste. 2000
Los Angeles, CA 90028

(By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: February 26, 1996


